



200503140134
Skagit County Auditor

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Recording requested by and
when recorded return to:

CONSUMER LOAN RECORDS CENTER
1170 SILVER RD
HOUSTON, TX 77055
ATTN: MAILSTOP: CLRVLTTX

115600
LAND TITLE OF SKAGIT COUNTY
TITLE OF SKAGIT C.



Washington Mutual

SUBORDINATION AGREEMENT

Loan Number: 068872509-2

NOTICE: THIS SUBORDINATION AGREEMENT RESULTS IN YOUR SECURITY INTEREST IN THE PROPERTY BECOMING SUBJECT TO AND OF LOWER PRIORITY THAN THE LIEN OF SOME OTHER OR LATER SECURITY INSTRUMENT

THIS AGREEMENT, made this day of March, 2005, by De Lois Fox, as her separate property and Sather Flynn and Asa Flynn, husband and wife, owner of the land hereinafter described and hereinafter referred to as "Owner", and Washington Mutual Bank, present owner and holder of the Security Instrument and Note first hereinafter described and hereinafter referred to as "Beneficiary";

WITNESSETH

THAT WHEREAS, DeLois Fox, an unmarried individual as her separate estate, as Grantor, did execute a Security Instrument, dated February 23, 2004 to Group 9, Inc., a Pennsylvania corporation, as Trustee, covering:

See Exhibit "A" attached hereto and made a part hereof by this reference.

to secure a Note in the sum of \$77,200, dated March 2, 2004, in favor of which Security Instrument was recorded on March 2, 2004, in Book 200403020003, Page 0, Instrument No. , of Official Records, in the Office of the County Recorder of Skagit County, State of Washington, and

WHEREAS, Owner has executed, or is about to execute, a Security Instrument and Note in the sum of \$359,650, dated March 15, 2005, in favor of Washington Mutual Bank, hereinafter referred to as "Lender", payable with interest and upon the terms and conditions described therein, which Security Instrument is to be recorded concurrently herewith; and

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WHEREAS, it is a condition precedent to obtaining said loan that said Security Instrument last above mentioned shall unconditionally be and remain at all times a lien or charge upon the land hereinbefore described, prior and superior to the lien or charge of the Security Instrument first above mentioned; and

WHEREAS, Lender is willing to make said loan provided the Security Instrument securing the same is a lien or charge upon the above described property prior and superior to the lien or charge of the Security Instrument first above mentioned and provided that Beneficiary will specifically and unconditionally subordinate the lien or charge of the Security Instrument first above mentioned to the lien or charge of the Security Instrument in favor of Lender; and

WHEREAS, it is to the mutual benefit of the parties hereto that Lender make such loan to Owner; and Beneficiary is willing that the Security Instrument securing the same shall, when recorded, constitute a lien or charge upon said land which is unconditionally prior and superior to the lien or charge of the Security Instrument first above mentioned.

NOW, THEREFORE, in consideration of the mutual benefits accruing to the parties hereto and other valuable consideration, the receipt and sufficiency of which consideration is hereby acknowledged, and in order to induce Lender to make the loan above referred to, it is hereby declared, understood and agreed as follows:

- (1) That said Security Instrument securing said Note in favor of Lender, and any renewals or extensions thereof, shall unconditionally be and remain at all times a lien or charge on the property therein described, prior and superior to the lien or charge of the Security Instrument first above mentioned.
- (2) That Lender would not make its loan above described without this Subordination Agreement.
- (3) That this agreement shall be the whole and only agreement with regard to the subordination of the lien or charge of the Security Instrument first above mentioned to the lien or charge of the Security Instrument in favor of Lender above referred to and shall supersede and cancel, but only insofar as would affect the priority between the Deeds of Trust hereinbefore specifically described, any prior agreement as to such subordination including, but not limited to, those provisions, if any, contained in the Security Instrument first above mentioned, which provide for the subordination of the lien or charge thereof to another Deed or Deeds of Trust or to another mortgage or mortgages.

Beneficiary declares, agrees and acknowledges that

- A. He consents to and approves (i) all provisions of the Note and Security Instrument in favor of Lender above referred to, and (ii) all agreements, including but not limited to any loan or escrow agreements, between Owner and Lender for the disbursement of the proceeds of Lender's loan;
- B. Lender in making disbursements pursuant to any such agreement is under no obligation or duty to, nor has Lender represented that it will, see to the application of such proceeds by the person or persons to whom Lender disburses such proceeds and any application or use of such proceeds for purposes other than those provided for in such agreement or agreements shall not defeat the subordination herein made in whole or in part;



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- C. He intentionally and unconditionally waives, relinquishes and subordinates the lien or charge of the Security Instrument first above mentioned in favor of the lien or charge upon said land of the Security Instrument in favor of Lender above referred to and understands that in reliance upon, and in consideration of, this waiver, relinquishment and subordination, specific loans and advances are being and will be made and, as part and parcel thereof, specific monetary and other obligations are being and will be entered into which would not be made or entered into but for said reliance upon this waiver, relinquishment and subordination; and
- D. An endorsement has been placed upon the Note secured by the Security Instrument first above mentioned that said Security Instrument has by this instrument been subordinated to the lien or charge of the Security Instrument in favor of Lender above referred to.

NOTICE: THIS SUBORDINATION AGREEMENT CONTAINS A PROVISION WHICH ALLOWS THE PERSON OBLIGATED ON YOUR REAL PROPERTY SECURITY TO OBTAIN A LOAN, A PORTION OF WHICH MAY BE EXPENDED FOR OTHER PURPOSES THAN IMPROVEMENT OF THE LAND.



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Loan Number: 0645626151

BENEFICIARY
Washington Mutual

By: _____
Name: _____
Title: Corporate Officer

OWNER

By: DeLois Fox
By: Sather Flynn
asa flynn

(ALL SIGNATURES MUST BE ACKNOWLEDGED)

IT IS RECOMMENDED THAT, PRIOR TO THE EXECUTION OF THIS SUBORDINATION AGREEMENT, THE PARTIES CONSULT WITH THEIR ATTORNEYS WITH RESPECT THERETO.

(SUBORDINATION FORM "A")

STATE OF WASHINGTON

COUNTY OF Whatcom) ss

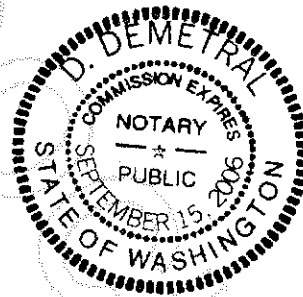
On this day personally appeared before me
DeLois Fox & Sather Flynn and asa Flynn
to me known to be the individuals
described in and who executed the within and foregoing instrument, and acknowledge
that they signed the same as their free and voluntary act and deed for the uses and
purposes therein mentioned.

WITNESS my hand and official seal this 9 day of March, 2005.

Notary Public in and for the State of Washington
residing at: Bellingham

My commission expires: 9/15/06

Deborah Demetral



Loan Number: 0645626151

STATE OF WASHINGTON)

)

COUNTY OF _____)

) ss

On _____ this _____ day _____ personally appeared before me

and

_____ to me known to be the Individuals described in and who executed the within and foregoing Instrument, and acknowledge that they signed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.

WITNESS my hand and official seal this _____ day of _____, _____.

Notary Public in and for the State of Washington
residing at: _____

My commission expires: _____

STATE OF WASHINGTON)

)

COUNTY OF _____)

) ss

On _____ this _____ day _____ personally appeared before me

and

_____ to me known to be the Individuals described in and who executed the within and foregoing Instrument, and acknowledge that they signed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.

WITNESS my hand and official seal this _____ day of _____, _____.

Notary Public in and for the State of Washington
residing at: _____

My commission expires: _____

EXHIBIT "A"

Lot 1, Skagit County Short Plat No. 97-0069, approved February 1, 2000, and recorded February 4, 2000, under Auditor's File No. 200002040101, records of Skagit County, Washington



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Loan Number: 0645626151

BENEFICIARY

Washington Mutual

By: Mina Randall

Name: Mina Randall

Title: Corporate Officer

OWNER

By: _____

Delois Fox

By: _____

Sather Flynn

(ALL SIGNATURES MUST BE ACKNOWLEDGED)

IT IS RECOMMENDED THAT, PRIOR TO THE EXECUTION OF THIS SUBORDINATION AGREEMENT, THE PARTIES CONSULT WITH THEIR ATTORNEYS WITH RESPECT THERETO.

(SUBORDINATION FORM "A")

STATE OF WASHINGTON

COUNTY OF _____

On _____ this _____ day _____ personally appeared before me _____

_____ and _____, to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledge that they signed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.

WITNESS my hand and official seal this _____ day of _____.

Notary Public in and for the State of Washington
residing at: _____

My commission expires: _____



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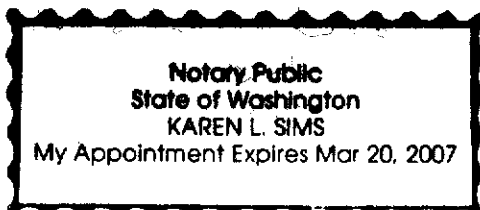
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STATE OF WASHINGTON)
COUNTY OF KING)-ss

I certify that I know or have satisfactory evidence that Mira Randall is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she is authorized to execute the instrument and acknowledged it as the **CORPORATE OFFICER** of Washington Mutual Bank to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

Dated: 3-11-05



Karen L. Sims
Notary Public in and for the state of WA

My appointment expires: 3-20-05



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DESCRIPTION:

PARCEL "A":

Lot 1, Skagit County Short Plat No. 97-0069, approved February 1, 2000, and recorded February 4, 2000, under Auditor's File No. 200002040101, records of Skagit County, Washington; being a portion of the East ½ of the Southwest ¼ of Section 22, Township 36 North, Range 3 East, W.M.

TOGETHER WITH that portion of Lot 3, Skagit County Short Plat No. 97-0069, approved February 1, 2000, and recorded February 4, 2000, under Auditor's File No. 200002040101, records of Skagit County, Washington, more particularly described as follows:

Beginning at the most Southerly corner of Lot 1 of said Skagit County Short Plat No. 97-0069;
thence North 52°34'10" West along the Southwesterly line of said Lot 1 a distance of 224.95 feet to the Westerly corner of said Lot 1;
thence South 10°39'25" East a distance of 200.29 feet;
thence South 64°19'30" East a distance of 63.10 feet;
thence North 44°05'40" East a distance of 121.76 feet to the point of beginning.

Situate in the County of Skagit, State of Washington.

PARCEL "B":

Easement for ingress, egress and utilities as delineated on Skagit County Short Plat No. 97-0069, approved February 1, 2000, and recorded February 4, 2000, under Auditor's File No. 200002040101, records of Skagit County, Washington; being a portion of the East ½ of the Southwest ¼ of Section 22, Township 36 North, Range 3 East, W.M.

Situate in the County of Skagit, State of Washington.



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